

Olivehurst Public Utility District



Landowner Guaranty and Consent

This Guaranty and Consent (Agreement) is entered into by and between the Olivehurst Public Utility District (OPUD or District) and _____ (Landowner) as of the last date of signature as set forth below.

Recitals:

1. Under OPUD Ordinance No. _____, the District requires that landowners be the sole account holders for utility service accounts, with the option to accept the tenant as customer of record if requested by the landowner.
2. Landowner is the owner of a residential property located at _____, Olivehurst, California (the Property).
3. Landowner desires to have its tenant be the customer of record for the Property.
4. District is willing to accept the Tenant at the Property as the customer of record, provided Landowner consents to service to the Tenant as customer of record and agrees to provide this continuing guaranty for all charges for utility services, including delinquent penalties and fees, incurred by Tenant (Tenant Charges), and further confirms the District is authorized to add delinquent Tenant Charges to the annual assessment as a lien on the Property.

Agreement:

1. In accordance with Landlord's consent, District will accept _____ (Tenant) as customer of record to apply for utility services at the Property.
2. Landowner hereby agrees that Landlord will be responsible for all Tenant Charges resulting from service to the Property.
3. Landowner agrees that any Tenant Charges may be collected by the District from Landowner as authorized by Public Utilities Code Sections 16469, 16470, and 16472.1.
4. Landowner agrees that upon Tenant's delinquency, utility service to the Property will be subject to termination, as provided in OPUD's rules and regulations, and that service will be restored only upon payment by Tenant or Landowner of all delinquent amounts and any resulting shut-off, turn-on, and other service fees.
5. Landowner agrees that the above specified delinquency collection procedures are in addition to any other collection procedures set forth in OPUD's rules and regulations and presently, or hereinafter, authorized by law.
6. Landowner agrees that the District may bill Landowner directly, as the customer of record, for any utility services to the Property when the Property is vacant or a tenant is not otherwise a customer of record.

7. Landowner requests a copy of the tenant's utility bill be sent to Landowner. Landowner acknowledges there will be an additional charge of \$1.75 per month, per additional copy.
___ Yes ___ No

8. This agreement shall continue in effect until terminated upon termination of service, or vacation of the Property, by Tenant, **provided that** Landowner may not terminate this agreement, nor terminate service to the Property without Tenant's consent, as long as Tenant's account is in good standing, or unless Landowner provides written confirmation that Tenant has vacated the premises.

Landowner Contact Information:

Name (please print)

Daytime Phone Number

Street Address

Email Address

City, State, Zip

Landowner acknowledges that he/she is responsible for updating their contact information with OPUD _____(initials)

Date: _____

Landowner or Authorized Agent

Date: _____

John Tillotson,
OPUD General Manager